union. *Held,* injunction granted. (1) *Nashville Ry. & Light Co.* v. *Lawson* (Tenn. 1921) 229 S. W. 741. (2) *Cyrus Currier & Sons* v. *International Molders' Union* (N. J. Eq. 1921) 115 Atl. 66.

The decisions in the instant cases are in accord with the weight of authority in their insistence upon freedom of contract in labor agreements. *Hitchman Coal & Coke Co.* v. *Mitchell* (1917) 245 U. S. 229, 38 Sup. Ct. 65; *Eagle Glass & Mfg. Co.* v. *Rowe* (1917) 245 U. S. 275, 38 Sup. Ct. 80 Thus, laws prohibiting employers from discriminating against union employees have been declared unconstitutional. *Coppage* v. *Kansas* (1915) 236 U. S. 1, 35 Sup. Ct. 240; *Adair* v. *United States* (1908) 208 U. S. 161, 28 Sup. Ct. 277. This freedom in labor contracts, however, has been limited by police power restraints of a different nature. *Erie R. R.* v. *Williams* (1914) 233 U. S. 685, 34 Sup. Ct. 761; see *Coppage* v. *Kansas, supra,* 18. And equity, on occasions refusing to intervene in labor disputes, has not enjoined acts in inducement of breach of contract. *Pickett* v. *Walsh* (1906) 192 Mass. 572, 78 N. E. 753; *National Protective Ass'n* v. *Cumming* (1902) 170 N. Y. 315, 63 N. E. 369. The decisions supporting absolute freedom of contract reason deductively from the premise that there must be untrammelled freedom of contract. *Hitchman Coal & Coke Co.* v. *Mitchell, supra.* The dissenting opinions, however, have touched upon what appears to be the real issue; namely, whether public policy renders contracts such as those in the instant cases void. See dissenting opinions, *Coppage* v. *Kansas, supra,* 26, 27 *et seq.; Adair* v. *United States, supra,* 180 *et seq.* Public policy changes continually. It is significant that at the time of the *Coppage* case Congress and the legislatures of fourteen states prohibited this kind of contract. *Coppage* v. *Kansas, supra,* 27. Subsequently the federal government has indicated anew its approval of the unionization of essential industries. The National War Labor Conference Board affirmed the right of labor to unionize, and protected the union worker against discrimination. See (1918) Report of Proceedings of the National Labor Conference Board. The act creating the Railway Labor Board by providing for labor representatives impliedly contemplates the unionization of the railroads. (1920) 41 Stat. 457, 470. It seems, therefore, that the contracts of the instant cases are contrary to public policy, and, therefore, no injunction should issue.

LANDLORD AND TENANT—ASSIGNMENT OF TERM—LIABILITY OF ASSIGNEE AFTER REASSIGNMENT.—A leased B a term, B covenanting to pay rent. B assigned to C "subject to all the terms and conditions contained in said lease to be performed by the lessee therein." C reassigned to B. In a suit by A against C for rent accruing after the reassignment, *held,* he may recover. *Geyer* v. *Denham* (Mo. 1921) 231 S. W. 61.

In the absence of an express covenant with the lessor, since the liability of an assignee arises out of privity of estate, a reassignment precludes any subsequent liability. *Consolidated Coal Co.* v. *Peers* (1897) 166 Ill. 361, 46 N. E. 1105. But where the consent of the lessor is requisite to a valid assignment, an agreement by the assignee to perform the lessee's covenant is considered a contract obligation not affected by reassignment. *Adams* v. *Shirk* (C. C. A. 1902) 117 Fed. 801. In jurisdictions where the beneficiary of a contract is allowed to sue thereon, the assignee remains similarly liable if he expressly agreed with the assignor to perform the covenants of the lease. *Wilson* v. *Lunt* (1898) 11 Colo. App. 56, 52 Pac. 296. As to what constitutes such an express agreement: the words "subject to the terms" of the original lease are regarded as words of qualification and not of contract. *Meyer* v. *Alliance Industrial Co.* (1913) 84 N. J. L. 450, 87 Atl. 476; *Consolidated Coal Co.* v. *Peers, supra.* On the other hand, the "assumption" of the covenants of the lease by the assignee is regarded as a con-

tractual agreement to perform the covenants. *Springer* v. *DeWolf* (1902) 194 Ill. 218, 62 N. E. 542. This is analogous to the general rule in mortgages that a conveyance subject to an outstanding mortgage does not impose on the grantee a personal liability to the mortgagee, while an assumption of the mortgage does entail such a liability. *Shepherd* v. *May* (1885) 115 U. S. 505, 6 Sup. Ct. 119; *Lock* v. *Homer* (1881) 131 Mass. 93. The principal case, therefore, is not within the class of cases where a recovery of rent accruing after reassignment is properly allowed. Though this view may work a hardship to the lessor in a case where the assignee reassigns to an irresponsible person, it is in accord with the generally accepted policy favoring alienability of property. See *Consolidated Coal Co.* v. *Peers, supra,* 373. The instant case, therefore, seems unsound.

LANDLORD AND TENANT—CO-TENANT—LIABILITY OF SURETY ON LEASE RENEWAL.—The plaintiff in 1909 leased to the defendants for five years with an option to renew for a like term. The defendant S signed the lease solely as surety, as the plaintiff knew. In 1914, the defendant M continued in possession, no notice being given by any party. In 1918, M made an agreement with one C, to which the plaintiff was a party, whereby C was to pay the rent including that in arrears. During the entire period, S derived no enjoyment from the premises. In an action for rent for the renewal term, 1914-1919, M defaulted. As to S, *held,* not liable. *Foster* v. *Mulcahey and Stewart* (4th Dept. 1921) 196 App. Div. 814.

Regarding S as a co-tenant, the court correctly decided that one tenant cannot bind his co-tenant for the new term by exercising an option of renewal. *Tweedie* v. *Olson H. & F. Co.* (1905) 96 Minn. 238, 104 N. W. 895. S, however, was merely a surety, as known by the plaintiff. *Cf. Brewer* v. *Thorp* (1859) 35 Ala. 9. In considering a surety's liability for rent after an option is exercised, a distinction is made between an option to continue and an option to renew. Where the option is to continue the lease, or remain in possession, the term is regarded as a continuous one and the surety is liable while it lasts. *Coe* v. *Vogdes* (1872) 71 Pa. St. 383; *Heffron* v. *Treber* (1907) 21 S. Dak. 194, 110 N. W. 781; *Decker* v. *Gaylord* (N. Y. 1876) 8 Hun 110; *Deblois* v. *Earle* (1861) 7 R. I. 26; see 2 McAdam, *Landlord and Tenant* (3d ed. 1900) 874; *contra, Brewer* v. *Thorp, supra.* But where the option is to renew, the surety is not liable for the renewal period. *Kanouse* v. *Wise* (1908) 76 N. J. L. 423, 69 Atl. 1017; *Knowles* v. *Cuddeback* (N. Y. 1880) 19 Hun 590. S's liability ended therefore in 1914. In view of the strict regard for a surety's liability the distinction is valid. When the option is to continue, in theory the whole term is one resulting from the original agreement to which the surety was a party. *Cf. Carhart* v. *White M. & T. Co.* (1909) 122 Tenn. 455, 123 S. W. 747. But where the option is to renew, technically a new agreement is made, resulting in a new term to which the surety never became a party. See *ibid.* 461. Assuming S was bound by the renewal, the agreement between M and C discharged him for rent due after 1918. *Stern* v. *Sawyer* (1905) 78 Vt. 5, 61 Atl. 36; *Kingsbury* v. *Westfall* (1875) 61 N. Y. 356. Whether the rent sued for was that due before 1918 or after is not stated. But under either circumstance, S was not liable.

MASTER AND SERVANT—FALSE IMPRISONMENT BY STORE MANAGER.—The manager of the defendant's store, suspecting the plaintiff of having purloined an article, wrongfully detained her, threatened to search her and sent for the police. On appeal from a judgment for the plaintiff, *held,* one judge dissenting, judgment reversed and complaint dismissed. *Homeyer* v. *Yaverbaum* (2d Dept. 1921) 197 App. Div. 184, 188 N. Y. Supp. 849.

A master is liable for the express or impliedly authorized acts of his servants.